

MASTER AGREEMENT  
TERMS AND CONDITIONS

AGREEMENT NO. GSS10404-ENGRAVING  
ENGRAVING AND PROMOTIONAL ITEMS

1. **AGREEMENT REQUIREMENTS:**

This Master Agreement, No. GSS10404-ENGRAVING, (the "Agreement") between the Division for the Visually Impaired and the Delaware Industries for the Blind ("DVI/DIB") and Division of Government Support Services ("GSS") addresses the Engraving and Promotional Items purchasing requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company. The scope of the products and services to be provided are outlined in Appendix A and Appendix B attached hereto.

2. **MANDATORY USE CONTRACT:**

REF: 29, Del. C. §6911 (d). All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

Notwithstanding the foregoing, and in accordance with 16 Del. C ch 96 , if any agency of this State intends to procure any product or service on the procurement list, that agency (hereinafter "Ordering Agency") shall, in accordance with the rules and regulations of the Commission for the Purchase of Products or Services of the Blind and Other Severely Handicapped Individuals (the "Commission"), procure such product or service, at the price established by the Commission, from the Delaware Industries for the Blind and from qualified rehabilitation facilities. If the product or service is available such procurement shall be mandatory, unless a waiver is issued by the Division for the Visually Impaired.

3. **AGREEMENT TERM AND AMENDMENTS:**

This Agreement shall be valid for an indefinite period beginning July 1, 2010. Addendums to this Agreement, as agreed to in writing by the parties, may be issued periodically to adjust pricing, or add new items as they become available in accordance with 16 Del.C. Ch 96. This Agreement shall remain in effect for the time period specified unless the Agreement is terminated in compliance with 16 Del. C. ch. 96. Any termination of this Agreement shall have no effect on the requirement to comply with 16 Del. C. ch 96.

4. **PRICES:**

Prices as set forth in Appendix B shall remain firm for the term of this Agreement, unless changed pursuant to 16 Del. C. §9604. In the event any such a change is made, the parties agree to amend Appendix B accordingly.

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Government Support Services

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5. **FUNDING OUT:**

The continuation of this Agreement is contingent upon funding appropriated by the General Assembly.

6. **MANDATORY PROCUREMENT WAIVER:**

In the event DVI/DIB cannot fulfill its obligations to ordering agencies under the terms and conditions of this Agreement, the Ordering Agency may request a mandatory procurement waiver from the Director of DVI/DIB to permit the purchase on the open market of a product listed in Appendix B. A waiver shall be granted by the Director only in accordance with 16 Del. C. §9605 and written notification of such waiver, if granted, shall be provided by the Director to both GSS and the Ordering Agency. Ordering Agency's receipt of a waiver from the Director shall constitute authorization for that agency to make its purchase in accordance with 29 Del. C. ch. 69 and in no instance shall any monies be due DVI/DIB from Ordering Agencies when such purchases are made.

7. **FORCE MAJEURE:**

Neither DVI/DIB nor the Ordering Agency shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.

8. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this Agreement is to keep accurate records regarding its actual value. This information is essential in order to update this Agreement. The integrity of future agreements revolves around Government Support Services' ability to convey accurate and realistic information to the Public.

A report shall be furnished by DVI/DIB **MONTHLY** detailing the purchasing of all items on this Agreement. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period.

**The report shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us It shall contain the six-digit department and organization code.**

[illegible]

The report shall be submitted electronically in **EXCEL** and sent as an attachment to Insert Information. It shall contain the six-digit department and organization code for each agency and school district.

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9. **ORDERING PROCEDURE:**

DVI/DIB is required to have a local telephone number within the (302) area code. Each Ordering Agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems.

**NOTE:** The State of Delaware is in the process of implementing a new financials system, which will require the use of:

- Commodity/classification code: preferably the United Nations Standard Purchasing Code:
- The State of Delaware is implementing the PeopleSoft Financial system which uses items and services as a fundamental building block of its procurement system. These items are managed in central PeopleSoft tables called the Item Master. In conjunction with the items, the PeopleSoft procurement system maintains item categories, which are groupings of like items using the United Nations Standard Products and Service (UNSPSC) coding structure.

The State has made the determination to include the requirement in this Agreement for three reasons:

1. To find out what vendors can offer
2. To give the agencies and school districts a level of comfort in using electronic catalogs.
3. To prepare for this event by July of 2010 with the assistance of GSS.

10. **SHIPPING COSTS:**

Ordering Agency shall be responsible for all shipping costs associated with their orders.

11. **BILLING AND PAYMENT:**

The agencies or school districts who utilize this Agreement will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. DVI/DIB must accept full payment of the invoice amount by intergovernmental voucher, procurement (credit) card and/or conventional check and/or other electronic means at the State's option.

DVI/DIB is required to bill the respective Ordering Agency (s) within 30 days of order fulfillment. Ordering agencies shall provide Agreement number, ship to and bill to address, contact name and phone number.

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12. **COMMODITY OR SERVICES COVERED BY AGREEMENT:**

All items specifically listed in Appendix B shall be procured pursuant to the Agreement provided, however, that ordering agencies shall have no obligation to procure any item not listed in Appendix B from DVI/DIB. Ordering agencies, however, are strongly encouraged to procure items not listed in Appendix B from DVI/DIB when an opportunity for cost savings exists and in order to further the legislative purpose of the State Use Law as set forth in 16 Del. C. § 9601. This encouragement is not a waiver of an Ordering Agency's obligation to comply with State procurement requirements as set forth in 29 Del. C. ch. 69.

13. **AGREEMENT EXECUTION:**

This Agreement shall be executed by a representative of each party hereto who has the legal capacity and authority to enter the agency into a formal binding agreement with another State agency.

14. **PERSONNEL:**

- a. DVI/DIB represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement.
- b. All of the services required hereunder shall be performed by DVI/DIB or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

15. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

DVI/DIB shall provide the name(s), telephone or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005.

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16. COMPLIANCE WITH STATE USE LAW GUIDELINES:

In fulfilling its obligations under this Agreement, DVI/DIB agrees to comply with the requirements set forth in Section VI of the State Use Commission's "General Rules and Guidelines" (attached hereto as Appendix C) with respect to the performance of direct labor by disabled persons. DVI/DIB's noncompliance with said requirements, however, shall not constitute grounds for termination of this Agreement by GSS.

DEPARTMENT OF HEALTH AND SOCIAL SERVICES

Witness: Robert J. Goodheart BY Robert L. Doyle, JR.  
Robert L. Doyle, JR.

DIVISION OF VISUALLY IMPAIRED

Witness: Constance J. King BY Valencia L. Beaty, RMC  
Valencia L. Beaty

GOVERNMENT SUPPORT SERVICES:

Witness: Roxana M. Parker [Signature]  
(Contract Administrator)  
GOVERNMENT SUPPORT SERVICES

## **APPENDIX A**

### **GSS10404-ENGRAVING ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT**

The Division for the Visually Impaired, Industries for the Blind, will provide all engraving services. Services include door plates and desk plates as well as identification signs/markers, award recognition plaques, and ADA signage. The Division of Visually Impaired, Industries for the Blind will also provide all promotional products and specialty advertising needs. These items include, but are not limited to: mugs, buttons, ribbons, t-shirts, writing pens/pencils, key tags, magnets, etc. A full line of products are available. Specifications and pricing are set forth in Appendix B.

#### **SERVICES INCLUDE:**

##### **ENGRAVING**

- |                     |                  |                 |
|---------------------|------------------|-----------------|
| ■ AWARD PLAQUES     | ■ ADA SIGNAGE    | ■ TROPHIES      |
| ■ GENERAL ENGRAVING | ■ IDENTIFICATION | ■ DOOR AND DESK |
| ■ ARCHITECTURAL     | SIGNAGE          | NAMEPLATES      |
| SIGNAGE             |                  |                 |

##### **PROMOTIONAL ITEMS**

- |                         |                   |
|-------------------------|-------------------|
| ■ IMPRINTED ITEMS       | ■ T-SHIRTS        |
| ■ SPECIALTY ADVERTISING | ■ SCREEN-PRINTING |
| ■ RECOGNITION PROGRAMS  | ■ INCENTIVES      |

## **GOVERNMENT SUPPORT SERVICES**

### **DEFINITIONS AND GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to and are part of each establishment of a set-aside agreement. Should the General Provisions conflict with the Agreement, the Agreement shall prevail.



## **DEFINITIONS**

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE**: The State of Delaware

**AGENCY**: Contracting State Agency as noted on cover sheet.

**DESIGNATED OFFICIAL**: The agent authorized to act for the Agency.

**GENERAL PROVISIONS**: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**SPECIAL PROVISIONS**: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**CONTRACT**: The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR**: Any individual, firm, or corporation with whom a contract is made by the Agency.

**CONTRACT BOND**: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

## SECTION A - **AWARD AND EXECUTION OF AGREEMENT**

### 1. **WARRANTY**:

DVI/DIB shall be required to extend any warranty usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this Agreement against defective material, workmanship, and performance.

### 2. **THE AGREEMENT(S)**:

The Agreement(s) with DVI/DIB will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

### 3. **INFORMATION REQUIREMENT**:

DVI/DIB shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the Agreement.

### 4. **AGREEMENT EXTENSION**:

The State reserves the right to extend this Agreement on a month-to-month basis for a period of up to three months.

### 5. **TERMINATION**:

Agreements shall remain in effect for the time period specified unless the Agreement is terminated in accordance with 16 Del. C. ch. 96.

## **SECTION B - GENERAL**

### **1. LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work.

### **2. EMERGENCY TERMINATION OF AGREEMENT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, the Agreement may be terminated by the cancellation of all or portions of the Agreement.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the Agreement because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the Agreement may be terminated.

### **3. TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress).

### **4. OR APPROVED EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

### **5. BASIS OF AWARD:**

The Office of Management and Budget, Government Support Services will award this Agreement in accordance with 16 Del. C. § 9605.

### **6. INVOICING:**

The Ordering Agencies will generate a payment voucher upon receipt of an invoice from DVI/DIB.

## **SECTION C - EQUAL OPPORTUNITY**

### **1. EQUALITY OF EMPLOYMENT OPPORTUNITY:**

During the performance of any Agreement for financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

## APPENDIX B

### GSS10404-ENGRAVING ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT

#### PRICING LIST

#### **AWARD PLAQUES, TROPHIES, AND ENGRAVING**

##### PLAQUES

Award and Recognition plaques for all purposes and occasions.

Contract covers all items in catalog at 20% discount.

E-Z Slide-in Certificate Plaques with Plexiglas covers: No assembly required

Size		Price
8" x 10" certificate	Simulated Walnut	\$14.95
	Genuine Walnut	\$22.95
8-1/2" x 11" certificate	Simulated Walnut	\$15.95
	Genuine Walnut	\$26.95
14" x 17" Certificate Plaque (with Certificate)	Simulated Walnut	\$24.95

##### TROPHIES

Trophies for all purposes and occasions.

Contract covers all items in catalog at 30% discount.

##### GENERAL PRICES - ENGRAVING

SIZE	PLASTIC	ALUMINUM	BRASS
0-10 PER SQ. IN.	\$ .75	\$ .80	\$1.00
10-20 PER SQ. IN.	.40	.60	.75
20-50 PER SQ. IN.	.30	.35	.50
50-80 PER SQ. IN.	.26	.30	.40
80-120 PER SQ. IN.	.22	.26	.32
120+ OVER PER SQ. IN.	.18	.22	.28

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### GSS10404-ENGRAVING ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT PRICING LIST

CUSTOM MATERIALS AVAILABLE, PRICES QUOTED UPON REQUEST.

STANDARD LOGOS: \$25.00 - \$50.00      Set-Up Charge: \$5.00 on repeat logo.

DETAILED/CUSTOM LOGOS: Quotes upon request. Camera-ready artwork required.

REPEAT OF DETAILED LOGOS:	\$15.00
STANDARD CHARGE:	\$ .10 per letter
BRAILLE and RAISED LETTER (ADA):	\$ .18 per letter
REVERSE/PAINT FILL ENGRAVING:	\$ .11 per letter

# APPENDIX B

## GSS10404-ENGRAVING ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT PRICING LIST

### IDENTIFICATION SIGNS/MARKERS & SPECIALTY ADVERTISING ITEMS

#### IDENTIFICATION SIGNAGE:

<u>Desk/Name Signs</u>	<u>Sign Only</u>	<u>w/Plastic Holder</u>	<u>Metal Holder *</u>
2" x 8" 1 line	\$4.99	\$8.66	\$9.45
2" x 8" 2 lines	8.73	12.22	13.61
2" x 10" 1 line	5.57	10.75	12.11
2" x 10" 2 lines	9.54	13.96	15.47 * Gold or Silver(State Which)

<u>Wall/Door Signs</u>	<u>Sign Only</u>	<u>Metal Holder *</u>
2" x 8" 1 line	\$4.99	\$7.75
2" x 8" 2 lines	8.73	11.59
2" x 10" 1 line	5.57	11.26
2" x 10" 2 lines	9.54	14.59* Gold or Silver (State Which)

<u>Name Tags</u>	<u>Price</u>
1" x 3" 1 line	\$3.32
1" x 3" 2 lines	4.50
3rd line add	.75 2" high add 10%
Logo	.75 after initial logo charge , a wide variety of colors are available

Signage to Meet Your Requirements –

WE HAVE SIGNAGE TO SATISFY ADA REQUIREMENTS

Types:            Identification                      Instructional                      OSHA  
                     Building Directories                      Exterior Signs                      Equipment Tags  
                     International Symbols and much, much more.

## APPENDIX B

### GSS10404-ENGRAVING ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT PRICING LIST

#### PROMOTIONAL ITEMS

DIB engraving has a wide variety of Promotional Products, Ad Specialties, Gift Items and Incentives and distributes several full-line catalogs \*, as well as dozens of additional catalogs that focus on a specific product or need.

All items in catalogs less 10% - 20% discount, depending on item/quantity.

Standard Imprint/Logo \$25.00 - \$50.00

Set Up/Screen Charge - Prices can vary greatly depending on item ordered. Quotes Upon Request.

Custom Logos - Quotes Upon Request - Camera-Ready Artwork Required.

Overruns/Underruns - Due to difficulty in manufacturing exact shipments 5% over or under would be considered fulfillment of order.

Color Matching - Exact color matching if desired can be accomplished on most orders \$25.00 to \$75.00

Delivery: Typical Delivery Time: 2 - 4 weeks

Rush Orders - 6 Working days or less may require a 10% supplementary charge.

**\* Additional catalogs available upon request.**

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GSS10404-ENGRAVING  
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PRICING LIST

PROMOTIONAL PRODUCTS AND SPECIALTY ADVERTISING ITEMS (CONTINUED)

T-SHIRTS	BAGS	PENCILS	BALLOONS
PENS	CAPS	KEY TAGS	LAPEL PINS
MOUSE PADS	CUPS	BUTTONS	RIBBONS
COOLERS	MUGS	STRESS BALLS	MAGNETS

ADD YOUR MESSAGE/IMPRINT TO THESE ITEMS OR MAY OTHER TO PROMOTE YOUR CAUSE,  
EVENT OR ORGANIZATION.

CALL FOR INFORMATION & FREE CATALOGS: PHONE: (302) 255-9855 / FAX: (302) 255-4442.

DIB ENGRAVING  
DELAWARE INDUSTRIES F/T BLIND  
1901 N, DUPONT HWY.  
NEW CASTLE, DE 19720  
DIB ENGRAVING  
DELAWARE INDUSTRIES F/T BLIND  
1901 N, DUPONT HWY.  
NEW CASTLE, DE 19720

DATE: \_\_\_\_\_  
CUSTOMER ORDER # \_\_\_\_\_  
DEPT. # \_\_\_\_\_  
SHIP VIA: \_\_\_\_\_

SOLD TO: _____	SHIP TO: _____
ADDRESS: _____	ADDRESS: _____
CITY, STATE _____	CITY, STATE _____
CUSTOMER SIGNATURE: _____	CUSTOMER SIGNATURE: _____
_____	_____



# APPENDIX B

## GSS10404-ENGRAVING ENGRAVING AND PROMOTIONAL ITEMS MASTER AGREEMENT PRICING LIST

QTY.	CATALOG NUMBER	DESCRIPTION SPECIFY FIGURE	PRICE	TOTAL

SUB-TOTAL	\$
DISCOUNT	\$
TOTAL	\$
ENGRAVER'S CHARGE Letters .10 ea	
Net total	\$
Shipping	\$
TOTAL ORDER	\$

PROVIDE ENGRAVING INSTRUCTIONS BELOW OR ON BACK.

IF SENT UPS, CHARGE WILL BE ACTUAL COST + \$1.00 FOR SHIPPING & HANDLING.